

Wifi Access

Terms and Conditions

This agreement (the "Agreement") is a contract among (i) you and (ii) the [REDACTED] providing you access to this website for use of wireless high-speed Internet access services (the "Services"). Please read the following information carefully. By agreeing on the 'Wireless Service Sign-Up' page, you acknowledge that you (1) have read, understand and agree to be bound by this Agreement, (2) are receiving a non-transferable, single-user, limited license solely to access the Services, subject to the terms and conditions herein and (3) are at least of legal majority. The effective date of this Agreement is the date on which you accept the terms and conditions of the Services. To print this Agreement, click the print button on your browser.

Description of Services

[REDACTED] will provide the Services at locations ("Locations") that have agreed to host the wireless access point system (the "System") and which are operational. [REDACTED] does not screen or restrict access to any content placed on or accessible through the Internet. [REDACTED] also does not screen or restrict communications between parties via the Internet. You acknowledge that you may receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that [REDACTED] is not liable for any action or inaction with respect to any such content accessible through the System.

[REDACTED] will provide you with the following technical support services by calling the number located on the wireless login page or posted at the Location:

- a. Assisting, on a limited basis, wireless card configuration support
- b. Providing information regarding account cancellations
- c. Assisting with username and password inquiries

Your Responsibilities

You must (1) provide accurate and complete registration information, (2) provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the System, (3) protect the password, username and security information you use to access the Services and notify [REDACTED] immediately of any unauthorized use of your account, and (4) comply with local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws.

You agree to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through the System and (2) all communications via the System. [REDACTED] does not undertake the security of any data you send through the System and it is your responsibility to secure such data.

Prohibited Conduct

In using the System and the Services, You agree that you will not: (1) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party; (2) defame, abuse, harass, stalk any individual, or disrupt or interfere with the security or use of the System or any websites accessed by it; (3) interfere with or damage the System, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (4) attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) [REDACTED], or create or use a false identity; (5) attempt to obtain unauthorized access to the System or portions thereof that are restricted from general access; (6) engage, directly or indirectly, in transmission of "spam," chain letters, junk mail or any other type of unsolicited solicitation; (7) collect, manually or through an automatic process, information about other users without their express consent or other information relating to the System; (8) use any meta tags or any other "hidden text" utilizing the name, trademarks, or product names of Provider or Licensor; (9) advertise, offer to sell, or sell any goods or services; (10) engage in any activity that interferes with any third party's ability to use or enjoy the System or the Services; or (11) assist any third party in engaging in any activity prohibited by this Agreement.

Termination

[REDACTED] may reject an application or terminate this Agreement for any reason including, but not limited to, if (1) you violated this Agreement as to this or another Mercy account, (2) the information required in the registration process is incorrect, absent or incomplete, or (3) the amount of technical support required to be provided to you is unreasonably excessive in the sole judgment of [REDACTED].

Privacy Policy

Personal information you provide in connection with the account registration process, your frequency of using the System, and information about your use of the System will be provided to the Location from which you access the System. You consent to this disclosure. The information you provide will otherwise not be provided to any third parties in a manner that would identify you unless [REDACTED] is required to disclose such information in order to comply with applicable laws or unless you consent.

Notice of Defect

If you experience a problem accessing or using the Services, report the problem by calling the phone number posted at the Location within seven (7) days of the date on which the problem occurred. After seven days, any complaints regarding a problem are deemed waived. If [REDACTED] determines the System is at fault, its sole obligation under this Agreement is to provide remedy in a manner consistent with its regular business practices. [REDACTED] provides no guarantee and makes no representation that the System will be available during the hours posted at every System location.

Indemnification